

SCHEDULE 7 - Reply Paid Letter and Return Paid Parcel service terms and conditions

(Domestic Reply Paid Letter, Domestic Return Paid Parcel & International Reply Paid Letter Services)

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post terms and conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post terms and conditions apply.
- 1.2 These special service terms and conditions apply when:
 - 1.2.1 a customer makes a written application to use the special service in or on a form prescribed by Australia Post for that purpose;
 - 1.2.2 Australia Post accepts that application; and
 - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

2 Interpretation

- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning if any, given to them in the Australian Postal Corporation Act 1989 and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency, the meaning shall be as defined in this Agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions unless the contrary intention appears:
 - 2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
 - 2.2.2 words importing a gender include any other gender; and
 - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**customer**" means a person approved by Australia Post as a customer of the service and includes any permitted transferee in respect thereof;
- 2.5 "**insolvency event**" means for any corporation, the liquidation, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution or analogous occurrence of that corporation, and for a natural person means an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with one's affairs, gaoling, death or analogous occurrence;

- 2.6 “**domestic reply paid letter service**” means the special service provided within Australia that enables a recipient of mail sent by the customer to respond by letter mail at no charge to the recipient, and the postage is paid by the customer;
- 2.7 “**domestic return paid parcel service**” means the special service provided within Australia that enables a recipient of mail sent by the customer to respond with a parcel at no charge to the recipient, and the postage is paid by the customer;
- 2.8 “**international reply paid letter service**” means the special service that enables an addressee outside Australia to return a postcard or a specified article which has been provided to them by the customer, by air mail from outside Australia, with postage payable in Australia by the customer.
- 2.9 “**service**” means either the domestic reply paid letter service, the domestic return paid parcel service or the international reply paid letter service as indicated on the application form.
- 2.10 “**specified article**” means an article provided by the customer, being of a specified article type and having the dimensions for use in the service as set out in the service guide (8839109).

3 Period of Service

- 3.1 The service shall continue in force until it:
- 3.1.1 expires;
 - 3.1.2 is cancelled by a *customer* under clause 9; or
 - 3.1.3 is cancelled by Australia Post under clause 10.1,
- whichever occurs first.

4 Customer Obligations

- 4.1 The customer must have and maintain an Australia Post charge account and the customer irrevocably authorises Australia Post to debit all fees and charges for the service from this account.

5 Rates and Charges

- 5.1 Australia Post may charge:
- 5.1.1 an annual fee which is payable in advance for the domestic reply paid letter service;
 - 5.1.2 an annual fee which is payable in advance for the domestic return paid parcel service;
 - 5.1.3 an application fee for the international reply paid letter service as published by Australia Post from time to time provided however

where a service is cancelled under clause 9 or clause 10, the customer will not be entitled to a refund of fees.

- 5.2 The customer shall also pay to Australia Post the fees and charges payable for the service, as published by Australia Post from time to time, for each article lodged in accordance with the terms and conditions of the service and delivered to or refused by the customer. The fees and charges payable shall continue to apply to articles lodged for carriage by the service within a period of 2 months from the cancellation, termination or expiration of the agreement.
- 5.3 Where an article is lodged for carriage pursuant to this service more than 2 months after the date of cancellation, termination or expiration of the agreement, the article may be treated as underpaid and Australia Post may deliver a written notice to the customer requiring payment of the amount of deficient postage and any service fee determined by Australia Post for the purpose of this clause.
- 5.4 Where Australia Post has withheld the article from carriage and/or delivery under clause 11.2 and the customer has not, within seven days after receipt of the notice delivered to him pursuant to clause 5.3 complied with that notice, Australia Post may treat the article as undeliverable.

6 Customer's Warranty

- 6.1 The customer warrants that the name and address to which the domestic or international reply paid letter or the domestic return paid parcel is to be directed is:
- 6.1.1 the name and address of the customer;
 - 6.1.2 the name and address of the customer's authorised agent; or
 - 6.1.3 the name and address of such other person as has given their consent to receive articles at that address.

7 Guidelines

- 7.1 Subject to clause 7.2 and clause 7.3 the customer shall comply with all address requirements and design specifications as required by Australia Post for use of the service.
- 7.2 Australia Post may require the customer to make changes to the design or other features of the article on reasonable notice.
- 7.3 The customer shall apply in writing to Australia Post for approval to amend the address details, design or other features of the article, and no amendment shall be made without such approval.

8 Assignment

- 8.1 The agreement shall not be assigned or transferred without the prior written consent of Australia Post. Any purported assignment or transfer without such consent shall be void and of no effect.
- 8.2 Where the customer, being a partnership is reconstituted by the retirement or addition of partners, the reconstituted partnership is deemed to be the customer.

9 Cancellation

- 9.1 The agreement may be cancelled by the either party on one month's notice in writing to the other party.

10 Termination by Australia Post

- 10.1 Australia Post may, in its sole and absolute discretion, terminate the agreement on seven day's written notice to the customer where:
- 10.1.1 the customer breaches or otherwise acts in a manner contrary to:
- (i) the Australia Post Terms and Conditions; or
 - (ii) Part 7A of the *Crimes Act 1914(Cth)* (as amended from time to time) or equivalent State legislation;
- 10.1.2 the customer fails, refuses, neglects or otherwise omits to properly discharge and perform any of its obligations under the service contract;
- 10.1.3 the customer fails, refuses, neglects or otherwise omits to remedy any breach of the service contract as and when required to do so by Australia Post;
- 10.1.4 an insolvency event occurs in relation to the *customer*.

11 Discretionary Carriage

- 11.1 Australia Post may, in its sole and absolute discretion, refuse to carry an article lodged for carriage:
- 11.1.1 where lodgment of the article is contrary to Part 7A of the *Crimes Act 1914 (Cth)* (as amended from time to time) or equivalent State legislation; or
- 11.1.2 where the customer's agreement has been cancelled, has been terminated or has expired.
- 11.2 Pending receipt of payment of the amount payable under clause 5.3 Australia Post may in its absolute discretion deliver the article or withhold the article from carriage and/or delivery.

12 Limitation of Liability Release and Indemnity

- 12.1 Subject to clause 12.2 and Australia Post Terms and Conditions, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 12.2 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of letters pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, if legally permissible, to:
- 12.2.1 supplying the service again; or
- 12.2.2 payment of the cost of having the service supplied again.
- 12.3 To the extent permitted by law, the customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service, or any other matter or thing arising as a result of this Agreement, including loss or damage arising from the negligent acts or omissions of Australia Post, pursuant to this Agreement.

13 Force Majeure

- 13.1 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

14 Merger

- 14.1 Notwithstanding any expiry or termination of the agreement a person shall, in respect of articles carried pursuant to these service terms and conditions after the service contract has been terminated or has expired, be liable to pay Australia Post any charges, fees or postage due pursuant to clause 5.

15 Conditions of Carriage

- 15.1 The agreement shall not constitute or imply any agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect to the carriage of any postal article. *The Australian Postal Corporation Act 1989(the Act)*, the Regulations and the Australia Post Terms and Conditions made pursuant to *the Act*, and other written instructions published by Australia Post, shall apply to the carriage of articles issued pursuant to the *service* except to the extent that they are inconsistent with these *service* terms and conditions.

16 Variation

- 16.1 These service terms and conditions may be varied or added to by Australia Post by notice in writing to the customer.

17 Notice

- 17.1 Any notice required to be served by or under these service terms and conditions shall be sufficiently given to the *customer* if left at or sent by post addressed to the *customer* at its last known or usual place of address, and to Australia Post if sent by post to the Manager, Sales at the appropriate State Administration at its current address.

18 Law

- 18.1 This agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.

19 Whole of agreement

- 19.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.